even in the absence of extraneous evidence, will attempt by judicial interpretation to give a reasonable meaning to all the terms of an instrument. *Washington County Bank* v. *Jerome,* 8 Mich. 490. To do this they will insert an omitted word. *Nichols* v. *Frothingham,* 45 Me. 220, where "months" was supplied after "six" in a note reading "six after date we promise to pay." Payments "on or before" a certain date are almost universally held enough to satisfy the requirement for certainty in the due date of a note. *Bank* v. *Skeen,* 101 Mo. 683. And "one day after date I promise to pay, or at my death" has been held sufficient to make a note collectable eleven years after the date on which made, the maker's death occurring at this latter time. *Conn* v. *Thornton,* 46 Ala. 587. The court might have held the instrument in the principal case a good note by implying the word "or" between the two dates, on analogy with these cases.

BILLS AND NOTES—HOLDER IN DUE COURSE—CHECK DEPOSITED WITH BANK FOR COLLECTION.—One White deposited a check for four hundred and forty dollars with plaintiff bank. The deposit slip on which the check was listed contained the provision that "Items other than cash are received on deposit with the express understanding that they are taken for collection only." Later White drew out his entire balance including the provisional credit. Payment on the check was stopped. *Held,* plaintiff was a holder in due course not subject to equitable defenses. *Old National Bank of Spokane* v. *Gibson* (Wash., 1919), 179 Pac. 113.

By the Laws of 1899, chapter 149, the State of Washington adopted the Uniform Negotiable Instruments Law. Under its provisions, the courts have extensively developed the question as to the rights of a bank in paper held for collection. *Washington Brick etc. Co.* v. *Traders Nat. Bank,* 46 Wash. 23. Where provisional credit only has been given and no money advanced, the general rule is that the bank has no interest in the paper, *Belshiem* v. *First Nat. Bank of White Salmon,* 77 Wash. 552; *Morris-Miller Co.* v. *A. Von Pressentin,* 63 Wash. 74. A like rule prevailed under the Law Merchant; *Lawson, Mann et al.* v. *Second Nat. Bank of Springfield,* 30 Kans. 412; *Manufacturers' Bank of Racine* v. *Newell,* 71 Wis. 309; *First Nat. Bank* v. *Nelson,* 105 Ala. 180. However, where the bank extends irrevocable credit and assumes responsibility for the paper, it has been treated as a holder in due course. *Wheeler etc.* v. *First Nat. Bank of Battle Creek,* 3 Tex. Ct. App. Civ. Cas. 192. Where advances made were in the nature of general credit extended and not on the strength of the paper deposited, the bank has been denied this protection. *American Savings Bank and Trust Co.* v. *Dennis,* 90 Wash. 547. But where money is advanced in one form or another on the faith of paper deposited for collection, the courts have quite generally considered the bank to be a holder in due course and entitled to recover as against latent equities. *City Deposit Bank* v. *Green* (Iowa) 103 N. W. 96, 130 Iowa 384, 106 N. W. 942; *Shawmut Nat. Bank* v. *Manson,* 168 Mass. 425 (decided prior to the adoption of the statute in Massachusetts); *Morrison* v. *Farmers and Merchants Bank,* 90 Okla. 697. The result in the instant

case may be said to be consistent with the general trend of the law. The contract of conditional credit was changed when the bank honored the depositor's check. In the tender and acceptance of the check without provision for credit, the reasonable presumption would be that both parties considered this transaction as changing the ownership of the paper.

BOYCOTT—PHYSICIANS AND SURGEONS—RULES OF MEDICAL ASSOCIATION.—Defendant, British Medical Association, is an organization of medical men, its object, as stated in its memorandum of incorporation, being "To promote the medical and allied sciences, and to maintain the honor and interests of the medical profession." Plaintiff had been practicing medicine since 1895 and had been a member of the Association. In 1908 he was expelled from membership for having engaged in "contract practice", and thereupon the defendant put into operation, pursuant to its rules, a "prolonged, deliberate and pitiless boycott." This boycott or ostracism was so effective that throughout the whole period of its operation plaintiff was unable to secure the services in consultation of a single medical practitioner (with one exception) in his own community or the territory thereabouts. "His private practice was, in consequence, greatly injured, and he and the members of his family were treated as social and professional outcasts." In action for the resulting damage *held* plaintiff was entitled to recover. *Pratt* v. *British Medical Association* (1919), 1 K. B. 244.

The judgment of McCardie, J., is an able, thorough review of the authorities bearing on the problem of *Allen* v. *Flood* (1898), A. C. 1; *Quinn* v. *Leathem* (1901), A. C. 495, etc., and consideration of the principles underlying the determinations in such cases. The learned judge concludes that a threat to inflict upon a man the slur of professional dishonor was as much an "unlawful means" in injuring a person's business as is a threat to cause a strike, "each may produce intimidation." That the self interest of the defendant and its members and the alleged desire to set a particular standard of professional ethics were not a justification of what was done was deemed equally clear. The judgment concludes that malice was not an essential element in plaintiff's action, but finds that there was proof of malice. The case will be commented upon more fully in a subsequent issue of the Review.

CONSTITUTIONAL LAW—ANTI-TIPPING STATUTES.—Plaintiff was arrested for violation of the Iowa Code, Supplemental Supp. 1915, § 5028u, which provided that any employee of a hotel, barber-shop ,or other enumerated places (sic) who should accept a tip or gratuity should be guilty of a misdemeanor. The case arose on suit for a writ of habeas corpus. *Held,* the statute was unconstitutional. *Dunahoo* v. *Huber* (Iowa, 1919), 171 N. W. 123.

The court held that there was no reasonable ground whatever for distinction between employees and employers so far as concerned preclusion from accepting tips, and that, as the statute did not purport to restrict employers, it had not a "uniform operation" as required by the Iowa constitution, and did deny to employees that equal protection of the law prescribed by the federal constitution. A dissenting opinion argued that "the tipping